

## **Core Psychological Corporation**

### **AGREEMENT FOR SERVICES #9576**

**THIS AGREEMENT**, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Core Psychological Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 2377 Gold Meadow Way, Suite 100, Gold River, CA 95670 (hereinafter referred to as "Consultant");

### **RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a contractor to provide pre-employment psychological and post-employment "fitness for duty" psychological examinations for the Sheriff's Office, District Attorney's Office and Probation Department.

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, is an expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

**WHEREAS**, County has determined that the provision of such services provided by Contractor are in the public's best interest and that in accordance with El Dorado County Ordinance Code, Chapter 3.13.030( b), by El Dorado County Charter, section 210(b)(6) and/or Government Code section 31000;

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

#### **ARTICLE I**

**Scope of Work:** Contractor is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A-1, marked "Scope of Work," incorporated herein and made by reference a part hereof, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

- A. Contractor agrees to provide Sheriff's Office with pre-employment psychological screening in compliance with P.O.S.T. Commission Procedure 1955, marked Exhibit "A-1 ", incorporated herein and made by reference a part hereof. Testing is to be on an "as requested" basis for the Sheriff's Office. Candidates shall include the classifications of Deputy Sheriff, Correctional

Officer and Dispatcher. Services shall consist of the appropriate psychological testing, evaluation and written report on all candidates screened.

- B. Contractor agrees to provide Probation Department with pre-employment psychological screening in compliance with Government Code Section 1031 (f). Testing is to be on an "as requested" basis for the Probation Department. Candidates shall include the classifications of Deputy Probation Officer, and Deputy Probation Officer Institutions. Services shall consist of the appropriate psychological testing, evaluation, and written report on all candidates screened.
- C. Contractor agrees to provide the District Attorney with pre-employment psychological screening in compliance with Government Code Section 1031 (f). Testing is to be on an "as requested" basis for the District Attorney's Office. Candidates shall include the classifications of Investigator, Chief Investigator and Supervising Investigator. Services shall consist of the appropriate psychological testing, evaluation, and written report on all candidates screened.

Grading and/or testing shall be furnished in writing to the Sheriff's Office or Probation Department, District Attorney within ten (10) working days following the testing. A pass or fail verbal notification shall be available to the department on the following day of the testing.

In addition to the services identified herein above, Contractor may also provide post-employment special unit screening, post-employment psychological "fitness for duty" evaluations, related research analysis and consultations including hiring meetings, training, court and civil service testimony. These services shall be provided on an "as requested" basis as required by County.

Contractor agrees to furnish, at Consultant's own cost and expense, all personnel, equipment, tools, materials, and services necessary to perform the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work. Contractor shall complete those services and tasks completed in accordance with Exhibit B, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

Contractor shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Contractor is responsible for ensuring that its employees, as well as any subcontractor if applicable, perform the services and tasks required under this Agreement accordingly.

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of July 1<sup>st</sup>, 2025, through June 30, 2028.

### **ARTICLE III**

**Compensation for Services:** For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B marked "Fee Schedule," incorporated herein and made by reference a part hereof.

The total amount of this Agreement shall not exceed \$95,000.00 , inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado  
Sheriff's Office  
200 Industrial Drive  
Placerville, California 95667  
Attn.: Fiscal

or to such other location as County directs.

In the event that Contractor fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XII, Default, Termination, and Cancellation, herein.

### **ARTICLE IV**

**Taxes:** Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

### **ARTICLE V**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

### **ARTICLE VI**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further

understood that this Agreement does not create an exclusive relationship between County and Consultant, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Consultant's responsibilities or hinder Consultant's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

#### **ARTICLE VII**

**Confidentiality:** Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

#### **ARTICLE VIII**

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

#### **ARTICLE IX**

**Independent Contractor:** The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Consultant. Those persons will be entirely and exclusively under the direction, supervision, and control of Consultant.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Consultant, including any subcontractor or employees of Consultant, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible

for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Consultant. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter and shall not make any agreements or representations on the County's behalf.

#### **ARTICLE X**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

#### **ARTICLE XI**

**Audit by California State Auditor:** Contractor acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code section 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years,

or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

## **ARTICLE XII**

### **Default, Termination, and Cancellation:**

A. 1. **Termination by Default:** If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default (notice) that shall state the following:

- a. The alleged default and the applicable Agreement provision, and
- b. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

2. If County terminates this Agreement, in whole or in part, for default:

- a. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Contractor shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.
- b. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
- c. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.

3. The following shall be events of default under this Agreement:

- a. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
- b. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.

- c. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
  - d. A violation of ARTICLE XIX, Conflict of Interest.
- B. **Bankruptcy:** County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
  - C. **Ceasing Performance:** County may terminate this Agreement immediately in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
  - D. **Termination or Cancellation without Cause:** County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Consultant, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

#### **ARTICLE XIII**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

**To County:**

County of El Dorado  
 Sheriff's Office  
 200 Industrial Drive  
 Placerville, California 95667

Attn.: Ed Falkenstein  
 Captain  
 Sheriff's Office

**With a copy to:**

County of El Dorado  
 Chief Administrative Office  
 330 Fair Lane  
 Placerville, California 95667

Attn.: Michele Weimer  
 Procurement and Contracts Manager

or to such other location as County directs.

Or

**County of El Dorado  
District Attorneys Office  
778 Pacific Street  
Placerville, CA 95667  
Attn: Vern Pierson  
District Attorney**

**Or**

**County of El Dorado  
Probation Department  
3974 Durock Road, Ste. 205  
Shingle Springs, CA 95682  
Attn: Brian Richart  
Chief Probation Officer**

**Notices to Contractor shall be addressed as follows:**

**Core Psychological Corporation  
2377 Gold Meadow Way Suite 100  
Gold River, California 95670**

**Attn.: Dr. Kristina Reynoso**

**or to such other location as Contractor directs.**

#### **ARTICLE XIV**

**Change of Address:** In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Contractor shall notify County in writing as provided in ARTICLE XIII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XV**

**Indemnity:** To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This



duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in Civil Code section 2778.

The insurance obligations of Contractor are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

#### **ARTICLE XVI**

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional contractor and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance

evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
  2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be

determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

#### **ARTICLE XVII**

**Force Majeure:** Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

#### **ARTICLE XVIII**

**Waiver:** No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

#### **ARTICLE XIX**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and the Political Reform Act of 1974 (section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be contractor within the meaning of Title 2, California Code of Regulations, section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XII, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit C, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

#### **ARTICLE XX**

##### **Nondiscrimination:**

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant's signature executing this Agreement shall provide any certifications

necessary under the federal laws, the laws of the State of California, including but not limited to Government Code sections 12990 and Title 2, California Code of Regulations, section 11102.

#### **ARTICLE XXI**

**California Residency (Form 590):** If Contractor is a California resident, Contractor must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Contractor during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

**Nonresident Withholding:** If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold County harmless for any action taken by the California Franchise Tax Board.

#### **ARTICLE XXII**

**County Payee Data Record Form:** All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

#### **ARTICLE XXIII**

**Business License:** County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

#### **ARTICLE XXIV**

**Licenses:** Contractor hereby represents and warrants that Contractor and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

#### **ARTICLE XXV**

**California Forum and Law:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

#### **ARTICLE XXVI**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Ed Falkenstein, Captain, Sheriff's Office or successor.

#### **ARTICLE XXVII**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

#### **ARTICLE XXVIII**

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

#### **ARTICLE XXIX**

**Partial Invalidity:** If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

#### **ARTICLE XXX**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.


#### **ARTICLE XXXI**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

#### **ARTICLE XXXII**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

**Requesting Contract Administrator Concurrence:**

By:   
Ed Falkenstein  
Captain  
Sheriff's Office


Dated: 5/1/25

**Requesting Department Head Concurrence:**

By:   
Jeff Leikauf  
Sheriff  
Sheriff's Office

Dated: 5/1/25

**Requesting Contract Administrator Concurrence:**

By:   
Richard Pesce (May 22, 2025 08:41 PDT)  
Richard Pesce  
Chief Investigator


Dated: 05/22/2025

**Requesting Department Head Concurrence:**

By: VRP  
VRP (May 22, 2025 15:53 PDT)  
Vern Pierson  
District Attorney

Dated: \_\_\_\_\_

**Requesting Contract Administrator Concurrence:**

By:   
Andrew Craven  
Deputy Chief Probation Officer  
Probation Department

Dated: 5/13/2025

**Requesting Department Head Concurrence:**

By:   
Brian Richart  
Chief Probation Officer  
Probation Department

Dated: 5/15/25



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: 

Board of Supervisors  
"County"

Dated: 6/17/2025

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: 

Deputy Clerk

Dated: 6/17/2025

-- CORE PSYCHOLOGICAL CORPORATION --

By: 

Dr. Kristina Reynoso  
President  
"Contractor"

Dated: 5/6/2025

## **Exhibit A-1**

### **Exhibit A-1**

#### **1955. Peace Officer Psychological Evaluation**

##### **(a) Government Code Mandate/Evaluator Requirements**

Every peace officer candidate shall be evaluated to determine if the candidate is free from any emotional or mental condition that might adversely affect the exercise of the powers of a peace officer [Government Code section 1031(f)], and to otherwise ensure that the candidate is capable of withstanding the psychological demands of the position.

**(1) The psychological evaluation shall be conducted by either of the following:**

**(A) A physician and surgeon who holds a valid California license to practice medicine, has successfully completed a postgraduate medical residency education program in psychiatry accredited by the Accreditation Council for Graduate Medical Education, and has at least the equivalent of five full-time years of experience in the diagnosis and treatment of emotional and mental disorders, including the equivalent of three full-time years accrued after completion of the psychiatric residency program.**

**(B) A psychologist licensed by the California Board of Psychology who has at least the equivalent of five full-time years of experience in the diagnosis and treatment of emotional and mental disorders, including the equivalent of three full-time years accrued post-doctorate.**

**(2) The psychological evaluator (hereinafter referred to as "evaluator") shall be competent in the conduct of preemployment psychological screening of peace officers. The required areas of competence, as defined in the POST Peace Officer Psychological Evaluator Competencies, are herein incorporated by reference. The Competencies are contained and defined in Chapter 3 of the POST Peace Officer Psychological Screening Manual (2014).**

**(3) The evaluator must complete a minimum of 12 hours biennially of POST-approved continuing professional education per Commission Regulation 1955(b).**

**(4) The evaluator shall conduct the examination on behalf of and for the benefit of the employing department.**

**(Revised 12/09/2015)**

##### **(b) Continuing Professional Education (CPE)**

###### **(1) CPE Course Requirement**

POST approval will be granted to courses that meet the following requirements for both course quality and relevance:

###### **(A) Course Quality**

## **Exhibit A-1**

Course quality is satisfied by any course recognized and accepted by the California Board of Psychology for continuing education credit [16 CCR section 1367.61(c)(1)] including:

1. Courses provided by American Psychological Association (APA), or its approved sponsors; or
2. Continuing medical education (CME) courses specifically applicable and pertinent to the practice of psychology and that are accredited by the California Medical Association (CMA) or the Accreditation Council for Continuing Medical Education (ACCME); or
3. Courses provided by the California Psychological Association, or its approved sponsors; or
4. Courses approved by an accrediting agency for continuing education courses taken prior to January 1, 2013, pursuant to 16 CCR section 1367.61 as it existed prior to January 1, 2013.

The quality of courses recognized and accepted by other accrediting bodies, associations, or organizations will be considered on a case by case basis.

### **(B) Course Relevance**

As determined by POST, courses must have direct relevance and applicability to preemployment psychological assessment by providing instruction and training in one or more of the Competencies [subsection 1955(a)(2)].

### **(2) CPE Course Approval**

POST approval shall be granted to courses that meet the requirements outlined in 1955(b)(1). To be considered for POST approval, a course approval request must be submitted to POST via the electronic CPE Tracking System. The request may be submitted by a course instructor, provider, sponsor, law enforcement agency, or an individual who has taken or is considering taking a course.

Requests for POST approval must include the following information:

- (A) Course provider
- (B) Course instructor
- (C) Course title and description
- (D) Approving association
- (E) Course topics and hourly distribution
- (F) Learning objectives
- (G) Method(s) of instruction (e.g., workshop, webinar, independent learning)

A list of POST-approved CPE courses are maintained on the POST Website.

### **(3) Evaluator CPE Requirement**

## **Exhibit A-1**

(A) The evaluator must complete 12 hours of POST-approved instruction over a two-year period, which shall run concurrently with the evaluator's two-year license renewal cycle. The POST CPE requirement must be met no later than the evaluator's license renewal date. Additional CPE hours above the 12 hour minimum do not count toward the next two-year cycle.

(B) Prior to September 1, 2014, all evaluators must have completed a minimum of six (6) hours of CPE. The POST-approved CPE must have been completed between May 1, 2012 and August 30, 2014.

After September 1, 2014, the 12-hour two-year CPE requirement commenced. CPE hours were prorated at .5 hours per month, based on the evaluator's license renewal cycle. For example, if the evaluator's license renewal date was February 28, 2015, by that date the evaluator must have completed .5 hours of CPE for each of the six months that elapsed since September 1, 2014 (i.e., three hours). Thereafter, the evaluator must meet the regular 12 hours of CPE for every two-year cycle per subsection 1955(a)(3).

(C) The evaluator may satisfy no more than 75% (up to nine (9) hours) of the POST CPE requirement through independent learning that meets subsection 1955(b)(1). Independent learning includes, but is not limited to, courses delivered via the Internet, CD-ROM, satellite downlink, correspondence, and home study.

### **(4) Verification of Course Completion**

To verify compliance with subsection 1955(a)(3), the evaluator must submit a psychological evaluator profile request to POST via the electronic CPE Tracking System and provide verification of course completion.

#### **(A) Evaluator Information**

The profile request must include the evaluator's name and contact information; license # and renewal date; and additional information (curriculum vitae, professional website URL), if available.

#### **(B) Course Information**

Once the profile is approved, the evaluator can request approval of CPE course completion through the online CPE Tracking System. The request must be accompanied by official documentation of course completion, such as completion certificate, roster, and/or other official education or training records.

A list of evaluators and their contact information is available on the POST website ([www.post.ca.gov](http://www.post.ca.gov)).

### **(c) Timing of the Psychological Evaluation**

The psychological evaluation shall commence only after a conditional offer of employment has been extended to the peace officer candidate [Americans with Disabilities Act (42 U. S. Code section 12101 et seq); California Fair Employment and Housing Act (Government Code section 12940 et seq)]. The psychological evaluation must be completed within one year prior to date of employment.

## **Exhibit A-1**

A new psychological evaluation shall be conducted on peace officer candidates reappointed to the same department, unless the prior evaluation occurred within one year of the date of reappointment.

### **(d) Psychological Screening Procedures and Evaluation Criteria**

(1) The psychological screening procedures and evaluation criteria used in the conduct of the psychological evaluation shall be based on the peace officer duties, powers, demands, and working conditions as defined by the department. This information shall be provided to the evaluator, along with any other information (e.g., risk management considerations) that will allow the evaluator to make a psychological suitability determination.

(2) Every peace officer candidate shall be evaluated, at a minimum, against job-related psychological constructs herein incorporated by reference in the POST Peace Officer Psychological Screening Dimensions: Social Competence, Teamwork, Adaptability/Flexibility, Conscientiousness/Dependability, Impulse Control, Integrity/Ethics, Emotional Regulation/Stress Tolerance, Decision Making/Judgment, Assertiveness/Persuasiveness, and Avoiding Substance Abuse and Other Risk-Taking Behavior. The Dimensions are contained and defined in Chapter 4 of the POST Peace Officer Psychological Screening Manual (2014).

(3) The POST Peace Officer Psychological Screening Manual (2014) provides guidance in the evaluation of peace officer candidates. The use of this manual is discretionary with the exception of the required Psychological Evaluator Competencies and the Psychological Screening Dimensions outlined in subsections 1955(a)(2) and 1955(d)(2), respectively.

### **(e) Required Sources of Information for the Psychological Evaluation**

The psychological evaluation shall include a review by the evaluator of the following sources of information prior to making a determination about the candidate's psychological suitability.

#### **(1) Job Information**

Job information shall consist of the peace officer duties, powers, demands, and working conditions provided by the department per subsection 1955(d)(1).

#### **(2) Written Assessments**

Written assessments shall consist of a minimum of two written psychological instruments. One of these instruments shall be designed and validated to identify patterns of abnormal behavior; the other instrument shall be designed and validated to assess normal behavior. Both instruments shall have documented evidence of their relevance for evaluating peace officer suitability. Together, the instruments shall provide information about each candidate related to: (1) freedom from emotional and/or mental conditions that might adversely affect the exercise of the powers of a peace officer, and (2) psychological suitability per the POST Psychological Screening Dimensions [refer to subsection 1955(d)(2)].

The psychological assessments shall be interpreted using appropriate, authorized test publisher scoring keys. If mail-order, internet-based, or computerized test interpretations are used, the evaluator shall verify and interpret the individual results.

#### **(3) Personal History Information**

## **Exhibit A-1**

(5) Information from the psychological evaluation may be provided to others involved in the hiring process, if it is relevant to their respective determinations of candidate suitability.

### **(g) Second Opinions**

(1) A candidate who is found psychologically unsuitable has the right to submit an independent evaluation for consideration before a final determination of disqualification is made [2 California Code of Regulations section 11071(b)(2)]. Consideration should include determining whether the second opinion evaluator meets the requirements set forth in Government Code section 1031(f) and Regulation 1955(b).

(2) When a candidate notifies the department that s/he is seeking an independent opinion, the department shall make available the peace officer duties, powers, demands, and working conditions and the requirements specified in Commission Regulation 1955. Other information, such as specific procedures or findings from the initial evaluation, may be shared with the second-opinion evaluator at the discretion of the department. The means for resolving discrepancies in evaluations is at the discretion of the department, consistent with local personnel policies and/or rules.

(Revised 4/01/2016)

## Exhibit B



### ***Fee Schedule 2025*** ***Pre-Employment Psychological Evaluations***

- Psychological screening evaluations conducted in full alignment with HIPAA, GINA, ADA, FEHA, and other applicable legal standards and regulations.
- Service includes:
  - Review of all agency-provided background investigation (BI) data. ○ Administration, scoring, and interpretation of all psychological tests.
  - Completion of all psychological interviews. ○ Review of relevant and obtainable medical and psychological records. ○ Completion of all written reports.
  - Rapid submission of final reports via a secure server that employs military-grade encryption in full alignment with HIPAA regulations.
- Includes provision of pre-evaluation paperwork for applicants (general information and mental health records request form).
- Scheduling may be completed easily on the CPC website: [corepsychcorp.com](http://corepsychcorp.com), by phone or email if preferred, and is coordinated by our V.P. of Operations ([info@corepsychcorp.com](mailto:info@corepsychcorp.com)), 1-844-267-3426, ext.0).
- Pre-employment screening verbal reports: Available same day.
- Pre-Employment screening written reports: typically available within 24 hours (unless delayed pending receipt of medical records).
- Investment: \$500 per evaluation (all-inclusive)

T: +1 844.267.3426, ext.0  
E: [info@corepsychcorp.com](mailto:info@corepsychcorp.com)



## ***Fee Schedule 2025 Additional Services***

### **Specialty Unit Employment Psychological Evaluations**

- Our doctoral psychologists conduct an evaluation identical to a pre-employment psychological evaluation to determine if a candidate possesses the necessary psychological qualities for a specialty unit position (e.g., SWAT team).
- FEE: \$500 per evaluation

### **Fitness-For-Duty Evaluations**

- Fitness-for-Duty Evaluations (FFDEs) are medical examinations to determine whether an employee is fit (mentally or emotionally) to perform essential job functions. FFDEs are requested by employers if there is reasonable concern that an employee may be unable to do their job because of a psychological condition or impairment. A best approach guided by the International Association of Chiefs of Police, Police Psychological Services Section Guidelines is taken.
- FEE: \$1,600 per evaluation

### **Officer Involved Shooting Debriefings**

- Our doctoral psychologists provide confidential Officer Involved Shooting (OIS) debriefing sessions to support officers following a shooting to reduce its potential negative impact on one's wellbeing, provide education about normal reactions to the event, and provide support in returning to work.
- FEE: \$400 per officer

### **Critical Incident Stress Debriefings**

- Our culturally competent master- and doctoral-level clinicians facilitate a group process following a traumatic event to support recovery, increase effective coping, provide trauma education, and linking employees to further counseling and treatment services if necessary.
- FEE: \$200 per hour, per clinician, door-to-door

### **Training Services**

- Specialized trainings available by our skilled culturally competent clinicians aimed to equip first responders with the knowledge and skills to manage the psychological impact of traumatic events and high-stress situations. These trainings can focus on a variety of topics, including but not limited to resilience, stress management, trauma-informed care, and mental health awareness.
- FEE: \$250 per hour, per clinician, door-to-door



## Core Psychological Corporation

### Exhibit C

### California Levine Act Statement

#### California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than five hundred dollars (\$500) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$500 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES   X   NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$500 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

YES   X   NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

5/6/2025  
Date

Core Psychological Corp.  
Type or write name of company

[Signature]  
Signature of authorized individual

Kristina Reynoso PhD President  
Type or write name of authorized individual